

**STIPULATION OF SETTLEMENT AND GENERAL RELEASE**

BY AND BETWEEN THE NANUET UNION FREE SCHOOL DISTRICT (hereafter the "District"), and [REDACTED] (hereafter the "Employee");

WHEREAS, it was the intent of the District to [REDACTED] the Employee pursuant [REDACTED] of the New York [REDACTED], alleging, inter alia, misconduct and/or that she was unfit for duty and other performance concerns; and

WHEREAS, after meeting with representatives of the School District and consulting with representatives and legal counsel of her own choosing, the parties wish to settle the at-issue matter; and

WHEREAS, the parties are desirous of resolving their differences and avoiding additional litigation including, but not limited to, a [REDACTED] under New York State [REDACTED] and/or a [REDACTED] proceeding and the parties have been and are fully and fairly represented by legal counsel, have had all the terms and conditions of this Stipulation of Settlement and General Release clearly explained, and now freely consent to enter into this Stipulation of Settlement and General Release, such consent not having been induced by fraud, duress, or any other undue influence; and [REDACTED]

WHEREAS, the District and the Employee believe it to be in their mutual best interests to resolve the potential proceeding pursuant to [REDACTED] of the New York [REDACTED] and to also resolve all other matters, including the Notice of Claim filed by the Employee on or about October 26, 2017, and the Equal Employment Opportunity Commission Charge filed by the Employee, dated February 8, 2018, Charge No.: 520-2018-02272.

WHEREAS, no person not a party to this proceeding has an interest in its outcome, and no party to this proceeding is an infant or incompetent person for whom a committee has been appointed; and

WHEREAS, none of the terms in this stipulations of settlement should be construed as an admission of liability or fault by any party.

WHEREAS, (i) Employee has been represented by and has consulted with legal counsel of her choice; (ii) has been given a reasonable period within which to consider this Stipulation of Settlement and General Release; and (iii) understands that in executing this Stipulation of Settlement and General Release she is giving up any and all rights and claims which she may have had in law or in equity, and/ or the common law of the State of New York, and/ or any and all other federal, state, county or local statutes, laws, rules, regulations and causes of action including claims under tort law, which were or could have been alleged in connection with Employee's employment and relationship with the School District;

**WHEREAS**, the District and the Employee reached an agreement to resolve the pending proceedings and all pending proceedings and matters based upon the terms set forth herein below:

**NOW, THEREFORE**, in consideration of the said mutual undertakings and promises contained in this Stipulation of Settlement and General Release and other good and valuable consideration, the parties agree and covenant as follows:

1. From the date of this Stipulation of Settlement and General Release through and including June 30, 2022, the Employee will remain employed by the District as a teacher by the District at a gross annual salary of \$109,000 per year, with annual step increases as provided for in the Collective Bargaining Agreement with the Nanuet Teacher's Association, and any subsequent negotiated increases.

2. From the date of the execution of this Stipulation of Settlement and General Release, through June 30, 2022, the Employee will not have any duties assigned by the District and need not stay at home or come to the District. In addition, the Employee may take other employment during this time provided it is not public employment in New York State.

3. From the date of the execution of this Stipulation of Settlement and General Release, through June 30, 2022, the Employee will receive same family health benefits as all other District teachers as long as she is on the payroll, regardless of whether or not she has outside employment. When the Employee retires from the District in June of 2022, she will receive the same health benefit into retirement as any other District teacher hired when she was hired regardless of whether or not she had other outside employment.

4. The District and its insurer, the New York Schools Insurance Reciprocal ("NYSIR"), agree to pay the total sum of Forty Thousand Dollars and no cents (\$40,000.00), as payment for attorney's fees, in check(s) made payable to "Zdanis Law Firm, PLLC." Employee agrees to pay the total sum of Three Thousand Dollars and no cents (\$3,000) in a check made payable to the "Zdanis Law Firm, PLLC as payment of legal fees she owes the firm in representing her.

5. Upon her execution of this Stipulation of Settlement and General Release, the Employee shall also execute and submit to the District Clerk of the Nanuet Union Free School District her irrevocable letter of resignation for retirement purposes effective the close of business July 1, 2022 (attached hereto as Appendix "A"). The Employee shall not seek to revoke or rescind her letter of resignation at any time.

6. By executing this Stipulation of Settlement and General Release, the Employee hereby withdraws with prejudice the Notice of Claim and Equal Employment Opportunity Commission Charge filed by the Employee and shall advise the Equal Employment Opportunity Commission of her withdrawal of the Charge within five (5) days of full execution of this Stipulation of

## Settlement and General Release.

7. This Stipulation of Settlement and General Release shall not be construed as an admission of any fault or liability by the District and/or any entity or individual referenced in Paragraph No. 12 of this Stipulation of Settlement and General Release for any of the acts or omissions alleged by Employee, or for any acts or omissions which could have been alleged. The District, and any entity or individual referenced in Paragraph No. 12 below of this Stipulation of Settlement and General Release deny any liability whatsoever, and specifically deny any wrongful conduct with regard to Employee, for any damages, injuries or other claims by Employee. No party makes any admission of guilt or wrongdoing. The parties' actions in entering into this Stipulation are the result of compromise between them and are not, and shall not be deemed, an admission of guilt or wrongdoing by either party.

8. The Employee hereby acknowledges that neither the District, nor anyone acting on its behalf have made representations to the Releasor as to the position of the New York State Teacher's Retirement System ("TRS") regarding whether the money paid in consideration for execution of this Settlement Agreement and General Release shall entitle Employee to service time for the purposes of her pension or whether the monies contained within this Stipulation of Settlement and General Release will be included in the Employee's final average salary or whether it will be counted for purposes of service credit. The Employee acknowledges that the District has no control over any decision that TRS may make with respect to her retirement benefits or status. In the event TRS determines that this Settlement Agreement and General Release shall not be considered in calculating the Releasor's pension and/or said pension is disallowed for any reason, said determination(s) by TRS shall have no bearing on the enforceability of the Agreement and this Agreement shall remain in full force and effect.

9. The District will not prefer disciplinary charges against the Employee pursuant to [REDACTED] of the N.Y. [REDACTED] relative to the aforementioned described issues.

10. The Employee knowingly and voluntarily waives her right to file or undertake any further proceedings pursuant to [REDACTED] and/or [REDACTED] of New York State [REDACTED], understanding that the District would have had the burden of proving the charges, that she would have had the right to [REDACTED], to present [REDACTED] and to [REDACTED].

11. In consideration of the payments and benefits described above and for other good and valuable consideration which is in addition to anything of value the Employee is already entitled to, the Employee hereby waives, releases and forever discharges the District, inclusive of its Board of Education members, past and present, [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], and any and all other past and present administrators, staff members, employees, agents, attorneys and representatives in their individual

and official capacities and the New York Schools Insurance Reciprocal from all debts, obligations, promises, covenants, contracts, endorsements, bonds, controversies, suits, actions, causes of action, judgments, damages, expenses, claims or demands, in law or in equity, which the Employee ever had or now has, regarding any matter arising on or before the date of the Employee's execution of this Stipulation of Settlement and General Release, including but not limited to all the allegations and causes of action set forth in the Notice of Claim and the Equal Employment Opportunity Commission Charge, all claims (whether known or unknown) or grievances regarding her employment with the District, any contract (express or implied), any claim for equitable relief or recovery of punitive, compensatory, or other damages or monies, attorneys' fees, any tort, and all claims for alleged discrimination and/or harassment based upon age, race, color, sex, sexual orientation, marital status, religion, national origin, handicap, disability, or retaliation of any kind, including any claim, asserted or un-asserted, which could arise under, Title VII of the Civil Rights Act of 1964; the Equal Pay Act of 1963; the Age Discrimination in Employment Act of 1967; the Americans With Disabilities Act of 1990, the Americans With Disabilities Amendments Act of 2008; the Civil Rights Act of 1866, 42 U.S.C. §§ 1981 and 1983, including any liberty interest claims; the Employee Retirement Income Security Act of 1974; the Family and Medical Leave Act of 1993; the Civil Rights Act of 1991; the New York State Civil Service Law, the Taylor Law, the New York State Labor Law (except any claim that cannot be waived thereunder), the Fair Labor Standard Act, and any other federal, state or local laws, rules or regulations, whether equal employment opportunity laws, rules or regulations or otherwise, except any such rules, regulations, or laws that may not be waived by the Employee.

12. The District hereby waives, releases and forever discharges the Employee from all debts, obligations, promises, covenants, contracts, endorsements, bonds, controversies, suits, actions, causes of action, judgments, damages, expenses, claims or demands, in law or in equity, which the District ever had or now has, regarding any matter arising on or before the date of the Employee's execution of this Stipulation of Settlement and General Release, including but not limited to all claims (whether known or unknown) or grievances regarding the Employee's employment with the District. This Stipulation of Settlement and General Release may not be cited as, and does not constitute an admission by the District or the Employee of any violation of any such law or legal obligation with respect to any aspect of the Employee's employment or separation therefrom.

13. In addition, for and in consideration of the monies paid and conditions agreed to by the District and the Employee, as more fully described herein, the Employee hereby covenants and agrees not to file any action, complaint, proceeding, claim, charge, grievance or arbitration nor commence any other proceeding, administrative or judicial, against the District and/or any individual or entity as set forth in Paragraph No. 12, in any court of law, admiralty or equity or before any administrative agency or arbitrator, seeking damages or other remedies on her own behalf, with respect to her employment with the Nanuet Union Free School District or respecting any matters which were or could have been claimed, or otherwise arising on or prior to the date of

execution of this Agreement except as expressly permitted by the terms of this Agreement.

14. Pursuant to and as a part of her release and discharge of the District, as set forth herein, with the sole exception of her right to bring a proceeding pursuant to the Older Workers Benefit Protection Act to challenge the validity of her release of claims pursuant to the Age Discrimination in Employment Act, she agrees, not inconsistent with EEOC Enforcement Guidance On Non-Waivable Employee Rights Under EEOC-Enforced Statutes dated April 11, 1997, and to the fullest extent permitted by law, not to sue or file a charge, complaint, grievance or demand for arbitration against the District in any forum or assist or otherwise participate willingly or voluntarily in any claim, arbitration, suit, action, investigation or other proceeding of any kind which relates to any matter involving the District, and that occurred up to and including the date of her execution of this Stipulation of Settlement and General Release, unless requested by an administrative agency such as the EEOC or the New York State Division of Human Rights, or required to do so by court order, subpoena or other directive by a court, administrative agency, arbitration panel or legislative body, or to enforce this Stipulation of Settlement and General Release. To the extent any such action may be brought by a third party, the Employee is not prohibited from cooperating with any investigation conducted by the EEOC or other local human rights agency, however, she expressly waives any claim to any form of monetary or other damages, or any other form of recovery or relief in connection with any such action.

15. Nothing in the foregoing paragraph shall prevent the Employee or her attorneys from (i) commencing an action or proceeding to enforce this Stipulation of Settlement and General Release or (ii) exercising her rights under the Older Workers Benefit Protection Act of 1990 to challenge the validity of her waiver of ADEA claims set forth in this Stipulation of Settlement and General Release.

16. Employee further agrees that she will not seek additional employment with the Nanuet Union Free School District in any capacity or position at any time other than her current position as a teacher. Employee further agrees that she shall not apply for, shall not seek and shall not accept any future additional employment with the District after June 30, 2022 in any capacity whatsoever.

17. Employee shall be solely responsible for the payment of any and all taxes on the aforesaid amounts paid under Paragraph 12 of this Settlement Agreement and Release, and Employee shall not make any claim against the District and/or any individual or entity as set forth in Paragraph No. 12, for payment of any such taxes, or any interest or penalties. In the event the Internal Revenue Service, or any other taxing entity, including, but not limited to, the State of New York or any court or other tribunal of competent jurisdiction, ultimately determines that the foregoing payments, or any portion thereof, constitute remuneration for which any taxes are due and owing, Employee shall be solely responsible for the payment of such taxes. Employee shall not make any claim against the District and/or any individual or entity as set forth in Paragraph

No.12, for payment of any such taxes, or for the payment of any applicable interest or penalties and Employee, and her heirs and assigns agree to and will indemnify and defend the District, and/or any individual or entity as set forth in Paragraph No. 12, against any such claims. The validity of this Settlement Agreement and Release shall not be affected in any way by any tax liability Employee may have with respect to these payments.

18. This Stipulation of Settlement and General Release shall be maintained as confidential to the maximum extent permitted by New York State law. It is intended by the parties hereto and their respective counsel that this Agreement and the terms of the settlement shall be and shall remain confidential. Except as ordered by a court of competent jurisdiction, or by other legal process, the Plaintiff and her attorneys, as well as the District and their attorneys, agree that, following the execution of this Agreement, the amounts paid and all other forms of consideration provided to the Plaintiff under the terms of this Agreement will not hereafter be divulged to any third parties, except to spouses and family members, counsel and counsel's staff, financial advisors, the Board of Education, the Superintendent of Schools of the Nanuet Union Free School District, the District Clerk of the Nanuet Union Free School District, insurers, and to Administrators of the Nanuet Union Free School District, the individuals named in the Notice of Claim and/or the EEOC Charge, and except as required by law in the event a request under the Freedom of Information Law ("FOIL") is made or pursuant to the direction of the New York State Commissioner of Education. If asked by anyone other than these individuals about the terms and conditions of this Agreement, the Parties will respond by saying only that the settlement terms are confidential. The Parties and their respective counsel agree that they shall not initiate any comments, public or private, on the financial and non-monetary consideration for the settlement, in any fashion, such as disclosures or statements to the newspapers, radio, or television, or other media, the authorship of any books, articles, or other publications, including cooperation or interviews with any media or with any other writings, books, articles, or publications, nor shall they encourage or induce third parties to do so on their behalf. In the event a FOIL request is made, and the within Agreement is required by law to be produced pursuant to that request, such Agreement will be redacted in accordance with FOIL. In the event an attempt is made to compel disclosure of the existence and terms of this Agreement, other than through FOIL and/or at the direction of the New York State Commissioner of Education, the Parties agree to use reasonable efforts to give the other Parties notice of any such attempts prior to any disclosure.

19. The Employee represents, warrants, and agrees that the District owes her no other wages, bonuses, sick pay, personal leave pay, severance pay, vacation pay, retiree health insurance or other compensation, benefits, payments or form of remuneration of any kind or nature, other than that which is specifically provided for in this Stipulation of Settlement and General Release.

20. The parties hereby agree that this Stipulation of Settlement and General Release represents the full, complete and final resolution of all matters and the understanding of the parties of the matters contained in this Stipulation of Settlement and General Release. This Stipulation of

Settlement and General Release shall not be altered or amended except by a writing signed by all parties hereto.

21. Without detracting in any respect from any other provision of this Stipulation of Settlement and General Release;

- a. The Employee, in consideration of the payment and benefits provided to her as described in paragraphs 1 and 2 of this Stipulation of Settlement and General Release and other good and valuable consideration, including but not limited to the District's agreement not to [REDACTED] Law charges [REDACTED]; agrees and acknowledges that this Stipulation of Settlement and General Release constitutes a knowing and voluntary waiver of all rights or claims she has or may have against the District as set forth herein, including, but not limited to, all rights or claims arising under the Age Discrimination in Employment Act of 1967, as amended ("ADEA"), including, but not limited to, all claims of age discrimination in employment and all claims of retaliation in violation of the ADEA; and that she has no physical or mental impairment of any kind that has interfered with her ability to read and understand the meaning of this Stipulation of Settlement and General Release or its terms, and that she is not acting under the influence of any medication or mind-altering chemical of any type in entering into this Stipulation of Settlement and General Release.
- b. The Employee understands that, by entering into this Stipulation of Settlement and General Release, she does not waive rights or claims that may arise after the date of execution of this Stipulation of Settlement and General Release, including without limitation any rights or claims that she may have to secure enforcement of the terms and conditions of this Stipulation of Settlement and General Release.
- c. The Employee agrees and acknowledges that the consideration provided to her under this Stipulation of Settlement and General Release is in addition to anything of value to which he is already entitled.
- d. By signing this Stipulation of Settlement and General Release, the Employee represents that she understands all of the terms of this Stipulation of Settlement and General Release.

22. The Employee acknowledges that she has been offered a twenty-one (21) day period during which to decide whether or not to execute this Stipulation and that he shall have the right to revoke the terms of this Stipulation for the seven (7) day period following his execution of it. This Stipulation is entered into voluntarily by the Employee and the District and the Employee has not been threatened or coerced in any way by any party in entering into this Stipulation so as to

inhibit her free will or knowledge or understanding of the terms set forth herein.

**23. THE EMPLOYEE MAY REVOKE THIS STIPULATION WITHIN SEVEN (7) DAYS FROM THE DATE SHE SIGNS THIS STIPULATION, IN WHICH CASE THIS STIPULATION SHALL BE NULL AND VOID AND OF NO FORCE OR EFFECT ON EITHER THE DISTRICT OR THE EMPLOYEE. SHOULD THE EMPLOYEE CHOOSE TO REVOKE THIS STIPULATION WITHIN SEVEN (7) DAYS OF HIS EXECUTION OF IT, SHE MUST NOTIFY DR. MARK MCNEILL, SUPERINTENDENT OF SCHOOLS IN WRITING, AND IN SUCH A MANNER THAT THE REVOCATION NOTICE IS RECEIVED BY DR. MCNEILL AT THE FOLLOWING ADDRESS BY NO LATER THAN THE EIGHTH (8<sup>th</sup>) DAY AFTER THE EMPLOYEE HAS EXECUTED THIS STIPULATION:**

**Dr. Mark McNeill  
Superintendent of Schools  
Nanuet Union Free School District  
101 Church Street  
Nanuet, New York 10954**

24. No signatory hereto is a minor or incompetent within the meaning of the laws of the State of New York; nor is any signatory to this Stipulation under the influence of alcohol, medication, or any drugs that would impair her or her exercise of judgment; nor has any signatory been coerced or placed under duress so as to inhibit her or her free will or knowledge or understanding of the terms set forth herein.

**25. THE EMPLOYEE EXPRESSLY ACKNOWLEDGES, REPRESENTS, AND WARRANTS THAT SHE HAS READ THIS STIPULATION OF SETTLEMENT AND GENERAL RELEASE CAREFULLY; THAT SHE FULLY UNDERSTANDS THE TERMS, CONDITIONS, AND SIGNIFICANCE OF THIS STIPULATION OF SETTLEMENT AND GENERAL RELEASE; THAT THE DISTRICT HAS ADVISED HER TO CONSULT WITH AN ATTORNEY CONCERNING THIS STIPULATION OF SETTLEMENT AND GENERAL RELEASE; THAT SHE HAS IN FACT CONSULTED WITH AN ATTORNEY; THAT SHE UNDERSTANDS THAT THIS STIPULATION OF SETTLEMENT AND GENERAL RELEASE HAS BINDING LEGAL EFFECT; AND THAT SHE HAS EXECUTED THIS STIPULATION OF SETTLEMENT AND GENERAL RELEASE FREELY, KNOWINGLY AND VOLUNTARILY.**

26. This Stipulation shall be interpreted and construed under the laws of the State of New York and any action arising hereunder shall be venued in Rockland County.



27. If any of the provisions, terms or clauses of this Stipulation are declared illegal, unenforceable or ineffective in a legal forum, those provisions, terms and clauses shall be deemed severable, such that all other provisions, terms and clauses of this Stipulation shall remain valid and binding upon both parties.

28. The terms of this Agreement do not establish a policy, precedent, or procedure of any nature and are not binding upon the District in any other circumstance or matter other than in relation to the Employee.

29. This Stipulation is subject to the approval of the Board of Education. This Stipulation of Settlement and General Release shall not be effective or binding unless and until it is approved by the District's Board of Education, by formal resolution.

SO AGREED THIS 9<sup>th</sup> DAY OF OCTOBER, 2018

THE NANUET UNION FREE SCHOOL  
DISTRICT

THE EMPLOYEE

BY: Mark McNeill  
DR. MARK MCNEILL  
SUPERINTENDENT OF SCHOOLS



## Appendix "A"

June 30, 2022

Ms. Andrea Dobbela  
District Clerk  
Nanuet Union Free School District  
101 Church Street  
Nanuet, New York 10954

I hereby submit this irrevocable letter of resignation for retirement purposes from my tenured teaching position in the Nanuet Union Free School District effective at the close of business June 30, 2022, pursuant to the terms of a Stipulation of Settlement, to which this letter is annexed as "Appendix A". This does not preclude my future continuing employment in the NYS Teacher's Retirement System (continuing to work elsewhere within the NYS TRS).

